



IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

v.

21-CR-113

LSA STRATEGIES LLC,

Defendant.

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**INFORMATION**

(Title 18, United States Code, Section 1343)

**COUNT 1**

**The United States Attorney Charges That:**

1. From on or about August 20, 2012, to on or about September 19, 2012, in the Western District of New York and elsewhere, the defendant, LSA STRATEGIES LLC ("LSA"), did knowingly commit wire fraud, in that it devised and intended to devise a scheme to defraud and to obtain money by means of false and fraudulent pretenses, representations and promises, and, for the purpose of executing such a scheme, transmitted and caused to be transmitted, by means of wire communication in interstate and foreign commerce, writings, signs, signals and sounds, to wit, an email communication dated August 25, 2012.

2. At all relevant times, the defendant was a media production and political consulting firm located in Buffalo, New York, within the Western District of New York. Steven M. Casey ("CASEY") was the sole member of LSA. CASEY organized LSA under the laws of New York State on or about June 6, 2012.

3. CASEY provided consulting services to CANDIDATE 1 in connection with CANDIDATE 1's 2012 campaign for the New York State Senate's 60<sup>th</sup> District. Among other things, CASEY arranged for campaign mailings for CANDIDATE 1 to be printed by COMPANY 1, a printing company located within the Western District of New York.

4. CASEY requested that COMPANY 1 increase each of its invoices to CANDIDATE 1 by a specified amount in order to provide a sum of money to CASEY and LSA. CASEY did not inform CANDIDATE 1 of this increase in the amount of the invoices. Instead, CASEY led CANDIDATE 1 to believe that he was working for CANDIDATE 1 on a voluntary basis. CANDIDATE 1 was unaware that COMPANY 1's invoices were being increased to provide sums of money to CASEY and LSA.

5. After COMPANY 1's invoices were paid by CANDIDATE 1, COMPANY 1 paid LSA the amount by which the invoices had been increased. Specifically, COMPANY 1 paid LSA by check the following amounts, which were the amounts by which COMPANY 1, at CASEY's request, had increased its invoices to CANDIDATE 1:

8/21/12	\$1,083.00
8/23/12	\$1,083.00
8/27/12	\$749.00
8/30/12	\$1,083.00
9/4/12	\$1,083.00
9/6/12	\$614.81
9/6/12	\$2,097.78
9/12/12	\$490.00
<b>TOTAL</b>	<b>\$8,283.59</b>

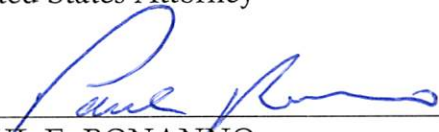
6. On or about August 25, 2012, for the purpose of carrying out the scheme to defraud, the defendant, by means of wire communication, namely, an email, that was transmitted in interstate commerce, directed COMPANY 1 to increase an invoice to CANDIDATE 1 to include a sum of money for CASEY and LSA.

**All in violation of Title 18, United States Code, Section 1343.**

DATED: Buffalo, New York, July 29, 2021.

JAMES P. KENNEDY, JR.  
United States Attorney

BY:

  
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